

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

File: No: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC., FORMERLY
KNOWN AS DAVIE YARDS
INC./CHANTIERS DAVIE INC.**

Petitioner

- and -

**SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.**

Monitor

**MOTION FOR APPROVAL OF A CLAIMS AND MEETING
PROCEDURE**
(Section 11 of the *Companies' Creditors Arrangement Act*)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF QUEBEC,
PETITIONER RESPECTFULLY SUBMITS THE FOLLOWING:

1. On February 25, 2010, an initial order ("**Initial Order**") was rendered by the Honourable Justice Martin Castonguay, J.C.S., pursuant to the *Companies Creditors Arrangement Act* (the "**CCAA**") in relation to 4370422 Canada Inc./formerly known as Davie Yards Inc./Chantiers Davie Inc. (the "**Petitioner**").
2. A detailed description of the circumstances of Petitioner and the reasons for requesting the Initial Order are set out in the Motion for an Initial Order pursuant to Section 11 and following of the CCAA dated February 24, 2010 (the "**Initial Motion**").
3. On March 26, 2010, May 25, 2010, September 15, 2010, October 29, 2010, January 18, 2011, February 17, 2011, March 10, 2011, March 31, 2011, May 19, 2011, June 16, 2011, July 14, 2011, July 21, 2011, July 29, 2011, August 5, 2011, and on August 18, 2011, orders were rendered by the Quebec Superior Court (Commercial Division) (the "**Court**"), pursuant to which the Court extended the Stay Period (as defined in paragraph 8 of the Initial Order) to October 31, 2011.

4. On July 21, 2011, an order was rendered by the Honourable Justice Etienne Parent J.C.S. wherein the Court authorized Petitioner to sell the majority of its assets to 7731299 Canada Inc. (the “**Transaction**”), the whole as appears from the record of this Honourable Court (the “**Transaction Order**”). The closing of the Transaction took place on July 21, 2011.
5. The Petitioner intends to formulate a plan of arrangement to be presented to its creditors (the “**Plan**”) and as such, believes that it would be in the best interests of all of Petitioner’s stakeholders that this Court establish a process for (i) the determination of the claims of creditors (the “**Claims Process**”) and (ii) the convocation and conduct of the meeting of creditors (the “**Meeting of Creditors’ Process**”), as set out in the conclusions hereof.
6. In light of the foregoing, Petitioner requests that this Court establish a Claims Process and a Meeting of Creditors’ Process according to the terms set out in the conclusions hereof in order to permit Petitioner to determine the quantum of claims that will be subject to any future Plan, and to call a meeting of creditors to vote in respect thereof.
7. Petitioner has acted and continues to act in good faith and with due diligence.
8. The present motion is well-founded both in fact and in law.

WHEREFORE MAY IT PLEASE THIS HONOURABLE COURT TO:

- [1] **GRANT** the Motion for the Approval of a Claims and Meeting Procedure.
- [2] **DECLARE** sufficient service of the Motion for the Approval of a Claims Procedure and the prior notice of its presentation.
- [3] **ORDER** that the following terms shall have the following meanings ascribed thereto:
 - 3.1. “**Business Day**” means a day other than a Saturday, a Sunday or statutory holiday on which banks are generally open for business in Quebec City, Québec;
 - 3.2. “**Calendar Day**” means any day, including Saturday, Sunday or statutory holiday in Quebec City, Québec;
 - 3.3. “**CBCA**” means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 as amended;
 - 3.4. “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
 - 3.5. “**CCAA Proceedings**” means the proceedings under the CCAA in respect of the Petitioner commenced pursuant to the Initial Order;
 - 3.6. “**Claim**” means (i) any right or claim of any Person against the Petitioner, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Petitioner, whether reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present,

future, known, unknown, by guarantee, by surety, by warranty or otherwise, and whether or not such right is executory or anticipatory in nature, including without limitation, any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation by the Petitioner of any contract, lease or other agreement, whether written or oral, the commission of a tort (intentional or unintentional), any breach of duty (including without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property, employment, contract, a trust or deemed trust, howsoever created or any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any grievance, matter, action, cause or chose in action, whether existing at present or commenced in the future, based in whole or in part on facts which existed on the Filing Date, together with any other claims of any kind that, if unsecured, would constitute a debt provable in bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3; and (ii) any Restructuring Claim; provided that “**Claim**” shall not include any Excluded Claim;

- 3.7. “**Claims Bar Date**” means 5:00 p.m. (Eastern Daylight Time) on September 28, 2011 or such other date as may be ordered by the Court;
- 3.8. “**Claims Package**” means the document package which shall contain the Notice to Creditors, Instruction Letter, Proof of Claim and such other materials as the Monitor considers necessary or appropriate;
- 3.9. “**Claims Process**” means this claims process set forth herein including the Schedules to the present Order;
- 3.10. “**Court**” means the Superior Court of Québec (Commercial Division);
- 3.11. “**Creditor**” means any Person asserting a Claim;
- 3.12. “**Excluded Claims**” means (i) any Claim secured by the Administration Charge or the Director’s Charge (as each term is defined in the Initial Order); (ii) any Claim of Investissement Québec; (iii) any Claim which cannot be compromised under the terms of the CCAA and (iv) any other Claim ordered by the Court to be treated as an Excluded Claim;
- 3.13. “**Filing Date**” means February 25, 2010;
- 3.14. “**Initial Order**” means the initial order of this Court in the CCAA Proceedings dated February 25, 2010, as extended on March 26, 2010, May 25, 2010, September 15, 2010, October 29, 2010, January 18, 2011, February 17, 2011, March 10, 2011, March 31, 2011, May 19, 2011, June 16, 2011, July 14, 2011, July 21, 2011, July 29, 2011, August 5, 2011, August 18, 2011 and on August 25, 2011, and as may be further amended, extended or varied from time to time;
- 3.15. “**Instruction Letter**” means the instruction letter substantially in the form attached as Schedule “C” hereto;
- 3.16. “**Meeting of Creditors**” means a meeting of the Creditors called for the purpose of considering and voting in respect of the Plan pursuant to the CCAA, as the same may be adjourned or rescheduled, as the case may be;

- 3.17. “**Meeting Materials**” has the meaning set forth at paragraph [35] hereof;
- 3.18. “**Monitor**” means Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of the Petitioner;
- 3.19. “**Notice of Meeting and Sanction Hearing**” means the Notice informing the Creditors of the Meeting of Creditors and of the Sanction Hearing, substantially in the form attached as Schedule “F”, which shall be distributed and published in accordance with the terms hereof;
- 3.20. “**Notice of Revision or Disallowance**” means a notice, substantially in the form attached as Schedule “D”, advising a Creditor that the Monitor has revised or rejected all or part of its Claim for the purposes of voting or distribution and providing the reasons for the revision or rejection;
- 3.21. “**Notice to Creditors**” means the French and English versions of the notice substantially in the form attached hereto as Schedule “A”;
- 3.22. “**Order**” means any order of the Court in the CCAA Proceedings;
- 3.23. “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government body or agency, or any other entity, or any representative thereof;
- 3.24. “**Petitioner**” means 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.;
- 3.25. “**Plan**” means the plan of compromise and arrangement pursuant to the CCAA, and as the case may be, the CBCA, filed by the Petitioner, as such Plan may be amended or replaced from time to time in accordance with its terms;
- 3.26. “**Proof of Claim**” means a proof of claim substantially in the form attached as Schedule “B”;
- 3.27. “**Proven Claim**” means the amount of a CCAA Claim which has been finally determined for voting and distribution purposes in accordance with this Claims Process;
- 3.28. “**Restructuring Claim**” means any claim or right of any Person against the Petitioner in connection with any liability or obligation of any kind owed to such Person including any loss or damage incurred or arising out as a result of or in connection with the repudiation, termination or restructuring by the Petitioner of any contract, lease or other agreement, including any employment agreement, after the Filing Date; provided that “**Restructuring Claim**” shall not include an Excluded Claim;
- 3.29. “**Sanction Hearing**” means a hearing before the Court to seek the approval of the Plan;
- 3.30. “**Voting Claim**” means the Claim of a Creditor which is accepted for voting purposes in accordance with Paragraph [21] of this Order; and
- 3.31. “**Website**” means <http://www.deloitte.com/ca/davieyards>.

[4] **ORDER** that the following Schedules form part of this Claims Process:

- 4.1. Schedule “A” – Notice to Creditors;

- 4.2. Schedule “B” – Form of Proof of Claim;
- 4.3. Schedule “C” – Instruction Letter;
- 4.4. Schedule “D” – Form of Notice of Revision or Disallowance;
- 4.5. Schedule “E” – Form of Proxy; and
- 4.6. .Schedule “F” – Notice of Meeting and Sanction Hearing.

[5] **ORDER** that the Monitor may make any required amendments or modifications to the Schedules without seeking approval of the Court.

[6] **ORDER** that the Monitor is authorized and empowered to exercise its duties hereunder.

[7] **ORDER** that the Monitor may, if necessary, apply to this Court for directions regarding its obligations under this Claims Process.

NOTICE OF CLAIMS

[8] **ORDER** that the Monitor shall cause a Claims Package to be sent to each Known Creditor by regular prepaid mail on or before September 7, 2011.

[9] **ORDER** that on a Business Day, on or before September 9, 2011, the Monitor shall cause to be published the Notice to Creditors in Le Soleil de Québec (French version) and the Montreal Gazette (English version).

[10] **ORDER** that the Monitor shall cause the Claims Package, which includes the Notice to Creditors, to be posted on the Website on or before September 7, 2011.

[11] **ORDER** that the Monitor shall cause a copy of the Claims Package to be sent to any Person requesting such material within four (4) Calendar Days from the date of receipt of the request.

[12] **ORDER** that, in the event that the Monitor believes any action taken by the Petitioner may give rise to a Claim or the Monitor is advised by any Person that such Person believes it has a Claim, the Monitor shall thereafter cause a copy of the Claims Package to be sent to the Creditor.

FILING OF PROOFS OF CLAIM

[13] **ORDER** that every Creditor asserting a Claim, other than an Excluded Claim, against the Petitioner shall set out its aggregate Claim in a Proof of Claim and deliver that Proof of Claim to the Monitor so that it is actually received by the Monitor by no later than the Claims Bar Date.

[14] **ORDER** that unless otherwise ordered by this Court, any Creditor who does not deliver a Proof of Claim in respect of a Claim by the Claims Bar Date in accordance with paragraph [13] shall be forever barred from asserting such Claim against the Petitioner and such Claim shall be forever extinguished and any holder of such Claim shall not be entitled to participate as a Creditor in these proceedings or receive any further notice in respect of these proceedings, the Claims Procedure or any Plan and shall not be entitled to vote on any Plan or receive any distribution from any Plan or otherwise from the Petitioner, or the Monitor on behalf of the Petitioner, in respect of such Claim.

FORM OF PROOFS OF CLAIM

[15] **ORDER** that any Claim denominated in any currency other than Canadian dollars shall, for the purposes of this Order, be converted to and shall constitute obligations in Canadian dollars, such calculation to be converted using the Bank of Canada's noon spot rate as of the Filing Date.

[16] **ORDER** that each Creditor shall reduce its Claim by the amount of (a) any payment thereon made by the Petitioner to the Creditor; (b) the application of any volume or other discount in reduction of such Claim by the Petitioner; and (c) any other subsequent credit applied by the Petitioner against such Claim or the Creditor.

EXCLUDED CLAIMS

[17] **ORDER** that Excluded Claims are excluded from the Claims Process and that no Proof of Claim is required to be filed in respect of an Excluded Claim.

RESOLUTION OF CLAIMS

[18] **ORDER** that the Monitor, with the assistance of the Petitioner, shall review each Proof of Claim filed by the Claims Bar Date, and shall accept, revise or reject the amount set out in such Proof of Claim, and where applicable, **ORDER** that the Monitor shall, as soon as possible after receipt of a Proof of Claim but in any event by no later than October 4, 2011, notify a Creditor who has filed a Proof of Claim that it is disputed, that such Proof of Claim has been revised or rejected and the reasons therefor, by delivering to such Creditor (with a copy to the Petitioner) a Notice of Revision or Disallowance.

[19] **ORDER** that where the Monitor does not deliver by October 4, 2011 a Notice of Revision or Disallowance to a Creditor who has submitted a Proof of Claim, then, subject to further Order of this Court, the Monitor shall be deemed to have accepted the Claim set out in such Proof of Claim as a Proven Claim for voting purposes at the Meeting of Creditors and for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to vote upon and receive distributions under the Plan).

[20] **ORDER** that any Creditor who intends to dispute a Notice of Revision or Disallowance shall, within ten (10) Calendar Days of receipt of the Notice of Revision or Disallowance (in accordance with the terms hereof), file an appeal motion with the Court and serve a copy of the appeal motion to the Petitioner and the Monitor, failing which the Proven Claim of such Creditor shall be deemed to be the Claim set out in the Notice of Revision or Disallowance. Where an appeal motion has been filed, the Court's final determination of the value of the Creditor's Claim shall be deemed to be the Creditor's Proven Claim for distribution purposes under the Plan (to the extent that such Claim entitles a Creditor to receive distributions under the Plan) and shall be final and binding on the parties once there exists no further right of appeal.

[21] **ORDER** that where the disputed Creditor's Claim has not been finally resolved or determined on or before the date of the Meeting of Creditors, the Monitor is authorized to determine the value of such Creditor's Claim for voting purposes at the Meeting of Creditors (to the extent that such Claim entitles a Creditor to vote upon the Plan).

NOTICE OF TRANSFEREES

[22] **ORDER** that, if a Creditor or any subsequent holder of a Claim, who has been acknowledged by the Petitioner and the Monitor as the holder of the Claim, transfers or assigns that Claim to another Person, neither the Petitioner nor the Monitor shall be required to give

notice to or to otherwise deal with the transferee or assignee of the Claim as the holder of such Claim unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been delivered to the Petitioner and the Monitor. Thereafter, such transferee or assignee shall, for all purposes hereof, constitute the holder of such Claim and shall be bound by notices given and steps taken in respect of such Claim.

[23] **ORDER** that, if a Creditor or any subsequent holder of a Claim, who has been acknowledged by the Petitioner and the Monitor as the holder of the Claim transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfers or assignments shall not create separate Claims and such Claims shall continue to constitute and be dealt with as a single Claim notwithstanding such transfers or assignments. Neither the Petitioner nor the Monitor shall, in each such case, be required to recognize or acknowledge any such transfers or assignments and shall be entitled to give notices to and to otherwise deal with such Claim only as a whole and then only to and with the last Person holding such Claim provided such Creditor may, by notice in writing delivered to the Petitioner and the Monitor, direct that subsequent dealings in respect of such Claim, but only as a whole, shall be dealt with by a specified Person and in such event, such Person shall be bound by any notices given or steps taken in respect of such Claim with such Creditor.

MEETING OF CREDITORS

[24] **ORDER** that the Petitioner be and is hereby authorized to call, hold and conduct the Meeting of Creditors at a date to be determined in conjunction with the Monitor, in Québec city, Québec for the purpose of considering and, if deemed advisable, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for each dollar of every Proven Claim or Voting Claim) to postpone the Meeting of Creditors;

[25] **ORDER** that the only Persons entitled to attend and speak at the Meeting of Creditors are Creditors with Proven Claims or Voting Claims (to the extent that such Claims are affected Claims which are entitled to vote pursuant to the terms of the Plan) and their proxy holders, representatives of the Petitioner, members of the board of directors of the Petitioner, representatives of the Monitor and their respective legal and financial advisors. Any other Person may be admitted to the Meeting of Creditors on invitation of the Chair;

[26] **ORDER** that the quorum required at the Meeting of Creditors shall be ten Creditors present at such meeting in person or by proxy. If the requisite quorum is not present at the Meeting of Creditors, then the Meeting of Creditors shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;

[27] **ORDER** that the only Persons entitled to vote at the Meeting of Creditors shall be Creditors with Proven Claims or Voting Claims (to the extent that such Claims are affected Claims which are entitled to vote pursuant to the terms of the Plan) and their proxy holders. Each Creditor with a Proven Claim or a Voting Claim will be entitled to a number of votes equal to the value in dollars of its Proven Claim or Voting Claim as determined in accordance with this Order. A Creditor's Proven Claim or Voting Claim shall not include fractional numbers and Proven Claims or Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;

[28] **ORDER** that any proxy that any Creditor wishes to submit in respect of the Meeting of Creditors (or any adjournment thereof) must be substantially in the form attached hereto as

Schedule “E” (or in such other form acceptable to the Chair) and be received by the Monitor before the beginning of the Meeting of Creditors;

[29] **ORDER** that the results of any and all votes conducted at the Meeting of Creditors shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Meeting of Creditors;

[30] **ORDER** that the Monitor shall preside as the chair of the Meeting of Creditors (the “**Chair**”) and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Meeting of Creditors. Petitioner and any Creditor may appeal from any decision of the Chair to the Court, within three (3) Business Days of any such decision;

[31] **ORDER** that, at the Meeting of Creditors, the Chair shall be and is hereby authorized to direct a vote with respect to the Plan and any amendments thereto as the Petitioner and the Monitor may consider appropriate;

[32] **ORDER** that the Chair be and is hereby authorized to adjourn the Meeting of Creditors on one or more occasions to such time(s), date(s) and place(s) as the Chair deems necessary or desirable (without the need to first convene the Meeting of Creditors for the purpose of any adjournment);

[33] **ORDER** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Meeting of Creditors. A Person designated by the Monitor shall act as secretary at the Meeting of Creditors;

[34] **ORDER** that the Monitor shall be directed to calculate the votes cast at the Meeting of Creditors called to consider the Plan in accordance with this Order and shall report to the Court at the Sanction Hearing as to the effect, if any, that the Monitor’s determination of Creditors’ Voting Claims pursuant to Paragraph [21] hereof had on the outcome of the votes cast at the Meeting of Creditors;

NOTICE OF MEETING AND SANCTION HEARING

[35] **ORDER** that the Monitor shall publish the following documents on its Website (collectively, the “**Meeting Materials**”) at least 21 days prior to the Meeting of Creditors:

- 35.1. the Notice of Meeting and Sanction Hearing;
- 35.2. the Plan;
- 35.3. a copy of the form of proxy for Creditors substantially in the form attached hereto as Schedule “E”; and
- 35.4. any other materials as the Monitor may consider appropriate or desirable in the circumstances;

[36] **ORDER** that the Monitor shall send the Meeting Materials to all Creditors with a Proven Claim or a Voting Claim at least 21 days prior to the Meeting of Creditors;

[37] **ORDER** that publication of a copy of the Notice of Meeting and Sanction Hearing in the manner set out in paragraph [35], and the delivery of the Meeting Materials as set out in paragraph [36], shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish

to be present in person or by proxy at the Meeting of Creditors, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;

[38] **ORDER** that any Person intending to object to the motion seeking the approval of the Plan shall file with the Court a written notice which notice shall include its grounds of contestation and shall effect service of same upon counsel to the Petitioner and the Monitor at least two Business Days prior to the Sanction Hearing.

GENERAL PROVISIONS

[39] **ORDER** that the Monitor, in addition to its prescribed rights and obligations under the CCAA and the Initial Order, shall assist the Petitioner in connection with the matters described herein, and is hereby authorized and directed to take such other actions and fulfill such other roles as are contemplated by this Order and such other roles in keeping with its position as an officer of this Court.

[40] **ORDER** that any notice or other communication (including, without limitation, Proofs of Claim) to be given under this Order by a Creditor to the Monitor or to the Petitioner shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if given by electronic mail, facsimile, courier or registered mail addressed to:

Petitioner's Counsel:

Osler, Hoskin & Harcourt LLP
1000 De La Gauchetière Street West
Suite 2100
Montréal, QC H3B 4W5

Attention: Sandra Abitan and Martin Desrosiers
Fax: (514) 904-8101
E-mail: sabitan@osler.com
E-mail : mdesrosiers@osler.com

The Monitor: Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montréal, QC H3B 4T9

Attention: Pierre Laporte
Fax: 514-393-5344
E-mail: pilaporte@deloitte.ca

With a copy to Monitor's Counsel:

McCarthy Tétrault
1000 De La Gauchetière Street West
Suite 2500
Montréal, QC H3B 0A2

Attention: Mason Poplaw
Fax: 514-875-6246
E-Mail: mpoplaw@mccarthy.ca

[41] **ORDER** that any notice or other communication to be given in connection with this Order by the Petitioner or the Monitor to a Creditor, other than the Notice to Creditors to be published as provided in paragraph [9] herein, shall be in writing. Such notice or other communication will be sufficiently given to a Creditor if given by prepaid ordinary mail, by courier, by delivery or by facsimile transmission or electronic mail to the Creditor to such address, facsimile number or e-mail address appearing in the books and records of the Petitioner or in any Proof of Claim filed by the Creditor. Any such notice or other communication (a) if given by prepaid ordinary mail, shall be deemed received on the third (3rd) Business Day after mailing within Quebec, the fifth (5th) Business Day after mailing elsewhere in Canada or to the United States and the tenth (10th) Business Day after mailing internationally; (b) if given by courier or delivery shall be deemed received on the next Business Day following dispatch; (c) if given by facsimile transmission or electronic mail before 5:00 p.m. on a Business Day, shall be deemed received on such Business Day; and (d) if given by facsimile transmission or electronic mail after 5:00 p.m. on a Business Day, shall be deemed received on the following Business Day.

[42] **ORDER** that, in the event that the day on which any notice or communication required to be delivered pursuant to the Claims Process is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.

[43] **ORDER** that, if during any period during which notices or other communications are being given pursuant to this Order a postal strike or postal work stoppage of general application should occur, such notices or other communications then not received or deemed received shall not, absent further Order of this Court, be effective. Notices and other communications given hereunder during the course of any such postal strike or postal work stoppage of general application shall only be effective if given by electronic mail, courier, delivery or facsimile transmission in accordance with this Order.

[44] **ORDER** that the classification of Claims as affected Claims that entitle Creditors to vote upon and receive distributions pursuant to the Plan, and any Claims that are unaffected by and under the Plan, respectively, and any other treatment of any Claim, shall be as set out in the Plan.

[45] **ORDER** that the Monitor and the Petitioner shall use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms hereunder are completed and executed and the time in which they are submitted and may, where the Monitor and the Petitioner are satisfied that any matter to be proven under the Claims Process has been adequately proven, waive strict compliance with the requirements of this Claims Process including with respect to the completion, execution and time of delivery of such forms.

[46] **ORDER** that if any provision of this Claims Process is amended by or contrary to a provision of an Order of the Court made in the CCAA Proceedings, such Order shall have precedence over the provisions of this Claims Process.

[47] **ORDER** that all references to time in this Claims Process shall mean local time in Quebec City, Québec, Canada and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated.

[48] **ORDER** that the adjudication of Claims in accordance with this Claims Process shall be binding on the Petitioner, the Monitor and the Creditors. Except as otherwise provided, any act or decision of the Monitor performed or made in carrying out the provisions of this Claims Process shall be binding on the Petitioner and the Creditors.

[49] **ORDER** that references to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

[50] **ORDER** that in the event of any conflict between the French and English versions of any of the documents approved by this Order, the English Version shall prevail.

[51] **REQUEST** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada, the Federal Court of Canada and any judicial, regulatory or administrative body of the United States and the states or other subdivisions of the United States and of any other nation or state, to assist the Petitioner and the Monitor and their respective agents in carrying out the terms of this Order and any other Order in these proceedings, to make such orders and to provide such assistance to the Petitioner and the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order and to grant representative status to the Petitioner and the Monitor in any foreign proceeding.

[52] **ORDER** the provisional execution of the Order notwithstanding any appeal and without the necessity of furnishing security.

THE WHOLE WITHOUT COSTS, save and except in case of contestation.

MONTREAL, August 30, 2011

A handwritten signature in cursive script, appearing to read "Osler Hoskin & Harcourt LLP", written in black ink.

OSLER, HOSKIN & HARCOURT L.L.P.

Attorneys for the Petitioner

4370422 CANADA INC. formerly known as DAVIE
YARDS INC./CHANTIERS DAVIE INC.

SCHEDULE "A"

NOTICE TO CREDITORS OF 4370422 CANADA INC., formerly known as DAVIE YARDS INC./CHANTIERS DAVIE INC. OF DEADLINE FOR FILING CLAIMS (the "CLAIMS BAR DATE")

On February 25, 2010 (the "Filing Date"), 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc. (the "Petitioner") commenced court-supervised proceedings in the Superior Court of Quebec (Commercial Division) and obtained protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"). Samson Bélair/Deloitte & Touche Inc. was appointed as the monitor in the court-supervised proceedings (the "Monitor").

On ● , 2011, the Petitioner obtained an order (the "Claims Procedure Order") authorizing a process for creditors to prove (a) any claim or right against the Petitioner in connection with any unpaid indebtedness, liability or obligation of any kind owed to such Person, based on whole or in part on facts which existed before or after the Filing Date; and (b) any claim or right against the Petitioner in connection with any liability or obligation of any kind owed to such Person, including any loss or damage incurred or arising as a result of or in connection with the repudiation, termination or restructuring by the Petitioner of any contract, lease or other agreement, including any employment agreement, after the Filing Date ((a) and (b) collectively, a "Claim").

Any person who believes that it has a Claim against the Petitioner should file a Proof of Claim in the CCAA proceedings with the Monitor. Information regarding the CCAA proceedings and the claims process is available on the Monitor's website at: <http://www.deloitte.com/ca/davieyards>.

Proofs of Claim for Claims against the Petitioner must be **received by the Monitor at the address below by no later than 5:00 p.m. (Eastern [Standard/Daylight] Time) on September 28, 2011 (the "Claims Bar Date")**.

Creditors who have questions or who are unable to download a Proof of Claim form from the Monitor's website listed above should contact the Monitor at the address below:

Samson Bélair/Deloitte & Touche Inc., Court-appointed Monitor of 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9

Attention: Pierre Laporte
Fax: 514-393-5344
E-mail: pilaporte@deloitte.ca

CLAIMS WHICH ARE NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED.

ANNEXE A

AVIS AUX CRÉANCIERS DE 4370422 CANADA INC., auparavant appelée DAVIE YARDS INC./CHANTIERS DAVIE INC. DE LA DATE LIMITE POUR DÉPOSER DES RÉCLAMATIONS (DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS)

Le 25 février 2010 (la « **Date de Dépôt** »), 4370422 Canada Inc., auparavant appelée Davie Yards Inc./Chantiers Davie Inc. (la « **Requérante** ») a institué des procédures devant la Cour supérieure du Québec (Chambre commerciale) (la « **Cour** ») et a obtenue une protection à l'égard de ses créanciers aux termes de la *Loi sur les arrangements avec les créanciers des compagnies*, L.R.C. 1985 c. C-36, telle qu'amendée (la « **LACC** »). Samson Bélair/Deloitte & Touche Inc. fut désignée comme contrôleur des procédures supervisées par la Cour (le « **Contrôleur** »).

Le ● , 2011, la Requérante a obtenu une ordonnance (l'« **Ordonnance du Processus de Réclamation** ») autorisant un processus par lequel les créanciers peuvent prouver (a) toute réclamation ou droit contre la Requérante relativement à toute dette, une responsabilité ou une obligation quelle qu'elle soit envers la Personne découlant d'événements ou de transactions ayant eu lieu avant ou après la Date de Dépôt; et (b) toute réclamation ou droit d'une Personne contre la Requérante relativement à des obligations impayées envers cette Personne incluant toute perte ou dommage découlant de la restructuration, de la répudiation ou de la résiliation, après la Date de Dépôt, d'un contrat, d'un bail ou d'une autre convention, incluant tout contrat de travail ((a) et (b) collectivement, la « **Réclamation** »).

Toute personne ayant une réclamation contre la Requérante est tenue de déposer une Preuve de Réclamation dans les Procédures prises en vertu de la LACC auprès du Contrôleur. L'information portant sur les Procédures prises en vertu de la LACC ainsi que sur le processus de réclamation est disponible sur le site Web du Contrôleur à l'adresse : <http://www.deloitte.com/ca/davieyards>.

La Preuve de Réclamation pour toute Réclamation contre la Requérante doit être reçue par le Contrôleur à l'adresse indiquée ci-dessous au plus tard à 17h (Heure Avancée de l'Est) le 28 septembre 2011 (la « **Date Limite de Dépôt des Réclamations** »).

Les créanciers ayant des questions ou ceux qui ont de la difficulté à télécharger la Preuve de Réclamation à partir du site Web mentionné ci-haut, peuvent communiquer avec le Contrôleur à l'adresse suivante:

Samson Bélair/Deloitte & Touche Inc., en sa qualité de Contrôleur de 4370422 Canada Inc., auparavant appelée Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9

Aux soins de: Pierre Laporte
N° de télécopieur: 514-393-5344
Adresse courriel: pilaporte@deloitte.ca

LES RÉCLAMATIONS QUI NE SONT PAS REÇUES À LA DATE LIMITE DE DÉPÔT DES RÉCLAMATIONS SERONT ÉTEINTES ET INTERDITES POUR TOUJOURS.

SCHEDULE "B"

FORM OF PROOF OF CLAIM

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC**

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC., formerly known as
DAVIE YARDS INC./CHANTIERS
DAVIE INC..**

PROOF OF CLAIM

**IN RESPECT OF CLAIMS AGAINST 4370422 CANADA INC., formerly known as
DAVIE YARDS INC./CHANTIERS DAVIE INC. (the "Petitioner")**

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim.

A. PARTICULARS OF CREDITOR

1. Full Legal Name of Creditor: _____ (the "Creditor").
(Full legal or Corporate name should be the name of the original Creditor, not the Assignee. Do not file separate Proofs of Claim by division of the same Creditor.)

2. Full Mailing Address of the Creditor *(the original Creditor, not the Assignee)*:

3. Telephone Number of Creditor: _____

4. Facsimile Number of Creditor: _____

5. E-mail Address of Creditor: _____
6. Attention (*Contact Person*): _____
7. Has the Claim been sold or assigned by Creditor to another party?
 Yes ___ No ___ (*If yes please complete section D*)

B. PROOF OF CLAIM:

I, _____ [*Name of Creditor or Representative of the Creditor*], of _____ (*City, Province*) do hereby certify:

A) that I (*please check one*):

___ am the Creditor of the Petitioner; or
 ___ hold the following position of _____ (*state position or title*) of
 the Creditor

and have knowledge of all the circumstances connected with the Claim described herein;

B) The Petitioner was and is indebted to the Creditor as follows (*include all Claims that you assert against the Petitioner. Claims should be filed in the currency of the transactions and such currency should be indicated as provided below*):

i) Claim arising on or prior to February 25, 2010:

Amount of Claim	Currency
\$	

ii) Claim arising after February 25, 2010:

Amount of Claim	Currency
\$	

If the Claim is in a foreign currency, it shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging the currency to Canadian dollars on February 25, 2010.

USD\$1 = CDN\$1.0675

€1 = CDN\$1.4384

C. PARTICULARS OF CLAIM:

Description of transaction, agreement or event giving rise or relating to the Claim:

2. Full Mailing Address of Assignee:

- 3. Telephone Number of Assignee: _____
- 4. Facsimile Number of Assignee: _____
- 5. E-mail Address of Assignee: _____
- 6. Attention (*Contact Person*): _____

The duly completed Proof of Claim together with supporting documentation must be returned and received by the Monitor, no later than 5:00 pm Eastern Daylight Time on September 28, 2011, by e-mail, facsimile, courier or registered mail to the address set out below:

Failure to file your Proof of Claim by such date will result in your claim being forever extinguished and barred.

Mailing Address

Samson Bélair/Deloitte & Touche Inc., Court-appointed Monitor of 4370422 Canada Inc.,
formerly known as Davie Yards Inc./Chantieres Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9

Attention: Pierre Laporte
Fax: 514-393-5344
E-mail: pilaporte@deloitte.ca

DATED at _____ this _____ day of _____, 2011.

(Signature of Witness)

(Signature of individual completing this form)

(Please print name)

(Please print name)

ANNEXE B

FORMULAIRE DE PREUVE DE RÉCLAMATION

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

C O U R S U P É R I E U R E
(Chambre commerciale)

(Siégeant à titre de tribunal désigné en vertu de la
*Loi sur les arrangements avec les créanciers des
compagnies, R.S.C. 1985, c. C-36*)

No.: 200-11-019127-102

DANS L'AFFAIRE DU PLAN DE
COMPROMIS OU D'ARRANGEMENT DE:

4370422 CANADA INC., auparavant appelée
DAVIE YARDS INC./CHANTIERS
DAVIE INC.

PREUVE DE RÉCLAMATION

DANS L'AFFAIRE DU PLAN DE COMPROMIS OU D'ARRANGEMENT DE,
auparavant appelée DAVIE YARDS INC./CHANTIERS DAVIE INC. (la « Requérante »)

Prière de bien lire la Lettre d'Instruction avant de compléter cette Preuve de Réclamation.

A. DÉTAILS AFFÉRENTS AU CRÉANCIER

8. Nom légal complet du créancier: _____ (le « Créancier »).
*(Le nom légal complet doit être le nom original du Créancier et non celui du
cessionnaire. Ne pas déposer des Preuves de Réclamations séparées pour une division
d'un même créancier.)*

9. Adresse postale complète du créancier (le Créancier original et non le cessionnaire):

10. Numéro de téléphone du Créancier: _____

11. Numéro de télécopieur du Créancier: _____

12. Adresse de courrier électronique du Créancier: _____

13. Nom du représentant du Créancier:

14. Est-ce que la Réclamation a été transférée ou cédée à une autre Personne ?

Oui ___ Non ___ (Si oui, prière de compléter la section D)

B. PREUVE DE RÉCLAMATION:

Je, _____ [nom du Créancier ou du représentant du Créancier], de _____ (Ville, Province) certifie par les présentes:

A) que je (choisir la catégorie appropriée):

___ suis Créancier de la Requérante; ou
___ suis _____ (préciser le titre ou la fonction) du Créancier

et que je suis au courant de toutes les circonstances entourant la Réclamation visée par les présentes;

B) La Requérante était, et le demeure toujours, endetté de la manière suivante (*inclure toutes les Réclamations contre la Requérante. Les Réclamations doivent être déposées dans la devise de la transaction et devraient être indiquées de la façon indiquée ci-dessous*):

i) Réclamation survenant avant ou le jour du 25 février 2010:

Montant de la Réclamation	Devise
\$	

ii) Réclamation survenant après le 25 février 2010:

Montant de la Réclamation	Devise
\$	

Si la Réclamation est en devise étrangère, elle doit être convertie en dollars canadiens au taux de change au comptant de la Banque du Canada, à la date de détermination nommément le 25 février 2010. Le taux de change à telle date étant :

USD\$1 = CDN\$1.0675

€1 = CDN\$1.4384

C. PARTICULARITÉS DE LA RÉCLAMATION:

Description de la transaction, contrat ou événement donnant lieu à la Réclamation:

Si la Réclamation est contingente ou non liquidée, indiquer le fondement sur lequel la Réclamation a été évaluée et soumettre la preuve:

Si une garantie existe, description de la garantie accordée au Créancier ou cédée par le Créancier en ce qui a trait à la Réclamation:

Valeur estimée de la garantie décrite ci-haut telle qu'à la date de la Réclamation:

LES DEMANDEURS QUI NÉCESSITENT DE L'ESPACE ADDITIONNEL POUR COMPLÉTER LA PREUVE DE RÉCLAMATION SONT TENUS D'ATTACHER UNE ANNEXE AUX PRÉSENTES. LES DEMANDEURS DEVRAIENT AUSSI DÉPOSER UNE COPIE DE TOUTE DOCUMENTATION PERTINENTE À LA PREUVE DE RÉCLAMATION.

UN RELEVÉ DE COMPTE DÉTAILLÉ DÉMONTRANT LA DATE, LE NOMBRE ET LE MONTANT DE CHAQUE FACTURE OU CHARGE AINSI QUE LA DATE, LE NOMBRE ET LE MONTANT DE TOUT CRÉDIT, DEMANDE RECONVENTIONNELLE, ESCOMPTE, PAYEMENT, ETC., AUXQUELS LA REQUÉRANTE À DROIT DOIT ÊTRE DÉPOSÉ AVEC LA PREUVE DE RÉCLAMATION.

D. PARTICULARITÉS DU/DES CESSIONNAIRE(S) (LE CAS ÉCHÉANT):

7. Nom légal complet du cessionnaire de la Réclamation (*si la totalité ou une portion de la Réclamation fut vendue*). (*S'il existe plus d'un cessionnaire, prière de compléter et de joindre une demande séparée pour chaque cessionnaire avec l'information suivante*):

(le « **Cessionnaire** »)

Montant de la Réclamation Totale cédé \$ _____
 Montant de la Réclamation Totale non cédé \$ _____

Montant de la Réclamation Totale \$ _____
 (*le montant indiqué devrait être égal à celui inscrit à la Section B*)

8. Adresse postale complète du Cessionnaire:

9. Numéro de téléphone du Cessionnaire:

10. Numéro de télécopieur du Cessionnaire:

11. Adresse de courrier électronique du Cessionnaire:

12. Nom du représentant du Cessionnaire:

La Preuve de Réclamation pour toute Réclamation contre la Requérante doit être reçue par le Contrôleur à l'adresse indiquée ci-dessous au plus tard à 17h (Heure Avancée de l'Est) le 28 septembre 2011, par voie de courrier électronique, télécopieur, messenger ou courrier recommandé à l'adresse indiquée ci-dessous :

Toute Preuve de Réclamation qui n'est pas déposée à la date prescrite sera éteinte et interdite pour toujours.

Adresse postale

Samson Bélair/Deloitte & Touche Inc., en sa qualité de Contrôleur de 4370422 Canada Inc.,
auparavant appelée Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9

Aux soins de: Pierre Laporte
N° de télécopieur: 514-393-5344
Adresse courriel: pilaporte@deloitte.ca

DATÉ à _____, le _____ 2011.

(Signature du témoin)

(Signature de la personne remplissant ce
formulaire)

(Caractères d'imprimerie)

(Caractères d'imprimerie)

**SCHEDULE “C”
INSTRUCTION LETTER**

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC**

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC., formerly known as
DAVIE YARDS INC./CHANTIERS
DAVIE INC..**

**INSTRUCTION LETTER FOR THE CLAIMS PROCESS OF
4370422 CANADA INC., formerly known as DAVIE YARDS INC./CHANTIERS
DAVIE INC. (the “Petitioner”)**

A. – Claims Process

By order of the Honourable Étienne Parent, J.S.C. dated September ●, 2011 under the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the “CCAA”), the Petitioner has been authorized to conduct a claims process (the “Claims Process”).

This letter provides instructions for completing the Proof of Claim. For your information, there is currently no proposed plan under the CCAA. Defined terms which are not defined herein shall have the meaning ascribed thereto in the Claims Process.

The Claims Process is intended for any person with any claim of any kind or nature whatsoever against the Petitioner, or any of its directors or officers, as more particularly described in the Claims Process.

If you have any questions regarding the Claims Process, please contact the Court-appointed Monitor at the address provided below.

All notices and enquiries with respect to the Claims Process should be addressed to the Monitor at:

**Samson Bélair/Deloitte & Touche Inc., Court-appointed Monitor of 4370422
Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9**

**Attention: Pierre Laporte
Fax: 514-393-5344
E-mail: pilaporte@deloitte.ca**

B. – For Persons Submitting a Proof of Claim

If you believe that you have a Claim against the Petitioner, you must file a Proof of Claim with the Monitor by no later than 5:00 pm Eastern Daylight Time on September 28, 2011 (the “Claims Bar Date”), failing which your Claims against the Petitioner will be extinguished and forever barred.

Additional Proof of Claim forms can be found on the Monitor’s website at <http://www.deloitte.com/da/davieyards> or obtained by contacting the Monitor in writing by mail, fax, or e-mail at the coordinates indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information you will receive, as soon as practicable, additional Proof of Claim forms.

ANNEXE C

LETTRE D'INSTRUCTION

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

C O U R S U P É R I E U R E
(Chambre commerciale)

(Siégeant à titre de tribunal désigné aux termes de
la *Loi sur les arrangements avec les créanciers des
compagnies*, L.R.C. 1985 c. C-36)

No.: 200-11-019127-102

DANS L'AFFAIRE DU PLAN DE
COMPROMIS OU D'ARRANGEMENT DE:

4370422 CANADA INC., auparavant appelée
DAVIE YARDS INC./CHANTIERS
DAVIE INC.

LETTRE D'INSTRUCTION RELATIVE AU PROCESSUS DE RÉCLAMATION DE
4370422 CANADA INC., auparavant appelée DAVIE YARDS INC./CHANTIERS
DAVIE INC. (la « Requérente »)

A. – Processus de Réclamation

Par une ordonnance de l'honorable Étienne Parent, J.S.C. datée du ● septembre 2011 et rendue aux termes de la *Loi sur les arrangements avec les créanciers des compagnies*, L.R.C. 1985 c. C-36, telle qu'amendée (la « LACC »), la Requérente a été autorisée à entreprendre un processus de réclamation (le « **Processus de Réclamation** »).

La présente lettre donne des instructions pour remplir la Preuve de Réclamation. Pour votre information, aucun plan n'a été déposé à ce jour aux termes de la LACC. Les termes définis qui ne sont pas définis aux présentes ont le sens qui leur est attribué dans le Processus de Réclamation.

Le Processus de Réclamation vise toute personne détenant une Réclamation de quelque nature que ce soit contre la Requérente, ou contre un de ses administrateurs ou dirigeants, comme il est plus amplement décrit dans le Processus de Réclamation.

Si vous avez des questions à l'égard du Processus de Réclamation, veuillez communiquer avec le Contrôleur nommé par la Cour à l'adresse ci-après.

Tous les avis et toutes les demandes à l'égard du Processus de Réclamation devraient être envoyés au Contrôleur à l'adresse suivante :

**Samson Bélair/Deloitte & Touche Inc., Contrôleur nommé par la Cour de 4370422
Canada Inc., auparavant appelé Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9**

**Aux soins de: Pierre Laporte
N° de télécopieur: 514-393-5344
Adresse courriel: pilaporte@deloitte.ca**

B. – Soumission d’une Preuve de Réclamation

Si vous estimez que vous avez une Réclamation contre la Requérante, vous devrez déposer une Preuve de Réclamation auprès du Contrôleur au plus tard le 28 septembre 2011 à 17h Heure Avancée de l’Est (la « **Date Limite de Dépôt des Réclamations** »), à défaut de quoi vos Réclamations contre la Requérante seront éteintes et interdites pour toujours.

Vous pouvez trouver des formulaires de Preuve de Réclamation supplémentaires sur le site Web du Contrôleur, à l’adresse <http://www.deloitte.com/da/davieyards> ou en obtenir en communiquant avec le Contrôleur par écrit, par la poste, par télécopieur ou par courriel aux coordonnées indiquées ci-dessus et en lui donnant votre nom, votre adresse, votre numéro de télécopieur et votre adresse courriel. Une fois que le Contrôleur aura reçu ces renseignements, vous recevrez, dès que cela sera possible, des formulaires de Preuve de Réclamation supplémentaires.

SCHEDULE "D"
FORM OF NOTICE OF REVISION OR DISALLOWANCE

CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUEBEC

S U P E R I O R C O U R T
 (Commercial Division)
 (Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
 R.S.C. 1985, c. C-36)

No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF
 COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC., formerly known as
 DAVIE YARDS INC./CHANTIERS
 DAVIE INC.**

NOTICE OF REVISION OR DISALLOWANCE

TO: [insert name and address of Creditor]

FROM: **Samson Bélair/Deloitte & Touche Inc.** in its capacity as court-appointed Monitor of the 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc. ("Petitioner")

Terms not otherwise defined in this Notice have the meaning ascribed thereto in the Order of the Superior Court of Quebec (Commercial Division) ("Court") made September ●, 2011 (the "Claims Procedure Order"). A copy of the Claims Procedure Order is attached.

This Notice of Revision or Disallowance is issued pursuant to the Claims Procedure Order. The Monitor hereby gives you notice that it has reviewed your Proof of Claim and has revised or disallowed your Claim as set out below:

i) Claim arising on or prior to February 25, 2010:

Amount Per Proof Of Claim		Disallowed Amount		Allowed Amount	
Unsecured	Secured	Unsecured	Secured	Unsecured	Secured
\$	\$	\$	\$	\$	\$

ii) Claim arising after February 25, 2010:

Amount Per Proof Of Claim		Disallowed Amount		Allowed Amount	
Unsecured	Secured	Unsecured	Secured	Unsecured	Secured
\$	\$	\$	\$	\$	\$

If the Claim was in a foreign currency, it has been converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging the currency to Canadian dollars on February 25, 2010.

USD\$1 = CDN\$1.0675

€1 = CDN\$1.4384

REASONS FOR DISALLOWANCE OR DISPUTE:

If you disagree with the value of your allowed Claim as valued by the Monitor in this Notice of Revision or Disallowance (“Allowed Claim”) and wish to dispute the Allowed Claim or the Monitor’s assessment of your Claim, you must, within ten (10) days of the date hereof, file an appeal motion with the Court and serve a copy of such appeal motion on the Petitioner and the Monitor at the following addresses:

Petitioner’s Counsel: Osler, Hoskin & Harcourt LLP
 1000 De La Gauchetière Street West
 Suite 2100
 Montréal, Québec H3B 4W5

Attention: Sandra Abitan and Martin Desrosiers
Fax: (514) 904-8101
E-mail: sabitan@osler.com
E-mail : mdesrosiers@osler.com

The Monitor: Samson Bélair/Deloitte & Touche Inc., in its capacity as Court-appointed Monitor of 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9

Attention: Pierre Laporte
Fax: 514-393-5344
E-mail: pilaporte@deloitte.ca

With a copy to Monitor's Counsel:

McCarthy Tétrault
1000, rue De La Gauchetière Ouest, Bureau 2500
Montréal QC H3B 0A2

Attention: Mason Poplaw
Fax: 514-875-6246
E-Mail: mpoplaw@mccarthy.ca

If you agree with the value of your Allowed Claim and do not dispute the Allowed Claim, there is no need to file anything further.

DATED at Montreal, this _____ day of ●, 2011.

ANNEXE D

AVIS DE RÉVISION OU DE REJET

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

C O U R S U P É R I E U R E
(Chambre commerciale)
(Siégeant à titre de tribunal désigné aux termes de
la *Loi sur les arrangements avec les créanciers
des compagnies*, L.R.C. 1985 c. C-36)

No.: 200-11-019127-102

DANS L'AFFAIRE DU PLAN DE
COMPROMIS OU D'ARRANGEMENT DE:

4370422 CANADA INC., auparavant appelée
DAVIE YARDS INC./CHANTIERS
DAVIE INC..

AVIS DE RÉVISION OU DE REJET

À: [insérer le nom et l'adresse du Créancier]

DE: **Samson Bélair/Deloitte & Touche Inc.** en sa qualité de Contrôleur de 4370422
Canada Inc., auparavant appelée Davie Yards Inc./Chantiers Davie Inc. (la
« Requérante »)

Les termes définis qui ne sont pas définis dans cet Avis ont le sens qui leur est attribué dans l'Ordonnance de la Cour Supérieure du Québec (Chambre commerciale) (la « **Cour** ») rendue le ● septembre 2011 (l'« **Ordonnance du Processus de Réclamation** »). Une copie de l'Ordonnance du Processus de Réclamation se trouve en pièce jointe.

Cet Avis de Révision ou de Rejet est émis en conformité avec l'Ordonnance du Processus de Réclamation. Le Contrôleur vous avise par la présente qu'il a étudié votre Preuve de Réclamation et qu'il a révisé ou rejeté votre Réclamation tel qu'indiqué ci-dessous :

i) Réclamation survenant le ou avant le 25 février 2010:

Montant par Preuve de Réclamation		Montant Rejeté		Montant Accueilli	
Non Garanti	Garanti	Non Garanti	Garanti	Non Garanti	Garanti
\$	\$	\$	\$	\$	\$

ii) Réclamation survenant après le 25 février 2010:

Montant par Preuve de Réclamation		Montant Rejeté		Montant Accueilli	
Non Garanti	Garanti	Non Garanti	Garanti	Non Garanti	Garanti
\$	\$	\$	\$	\$	\$

Si la Réclamation était en devise étrangère, elle a été convertie en dollars canadiens au taux de change au comptant de la Banque du Canada pour échanger la devise en dollars canadiens en date du 25 février 2010.

USD\$1 = CDN\$1.0675

€1 = CDN\$1.4384

RAISONS DE LA RÉVISION OU DU REJET:

Si vous êtes en désaccord avec la valeur de votre Réclamation accueillie telle qu'appréciée par le Contrôleur dans cet Avis de Révision ou de Rejet (« Réclamation Accueillie ») et que vous désirez contester la Réclamation Accueillie ou l'appréciation de votre Réclamation par le Contrôleur, vous devez, dans les (10) jours suivant la date de la présente, déposer une requête en appel auprès de la Cour et signifier une copie de cette requête à la Requérante et au Contrôleur aux adresses suivantes :

Conseil de la Requérante: Osler, Hoskin & Harcourt LLP
1000, rue de La Gauchetière Street Ouest
Suite 2100
Montréal, Québec H3B 4W5

Aux soins de: Sandra Abitan et Martin Desrosiers
N° de télécopieur: (514) 904-8101
Adresse courriel: sabitan@osler.com
Adresse courriel : mdesrosiers@osler.com

Contrôleur: Samson Bélair/Deloitte & Touche Inc., en sa qualité de Contrôleur
nommé par la Cour de 4370422 Canada Inc., auparavant appelée
Davie Yards Inc./Chantiers Davie Inc.
1 Place Ville Marie, Suite 3000
Montreal QC H3B 4T9

Aux soins de: Pierre Laporte
N° de télécopieur: 514-393-5344
Adresse courriel: pilaporte@deloitte.ca

Avec une copie au Conseil du Contrôleur:

McCarthy Tétrault
1000, rue De La Gauchetière Ouest, Bureau 2500
Montréal, Québec H3B 0A2

Aux soins de: Mason Poplaw
N° de télécopieur: 514-875-6246
Adresse courriel: mpoplaw@mccarthy.ca

Si vous êtes d'accord avec la valeur de votre Réclamation Accueillie et ne disputez pas la Réclamation Accueillie, il n'est pas nécessaire de déposer quoi que ce soit de plus.

DATÉ à Montréal, le ● 2011.

SCHEDULE "E"

FORM OF PROXY

CANADA

PROVINCE OF QUEBEC

DISTRICT OF MONTREAL

SUPERIOR COURT
(Commercial Division)

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC., formerly known as
DAVIE YARDS INC./CHANTIERS DAVIE
INC.**

PROXY

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED AND 4370422 CANADA INC., FORMERLY KNOWN AS
DAVIE YARDS INC./CHANTIERS DAVIE INC.**

I/We _____
(name of creditor)

of _____
(address)

creditor(s), hereby appoint as my (our) proxy for the meeting of creditors to be held on ●, 2011,
or at any adjournment thereof, the following person:

(name of proxy)

or, if no name is inserted above, the Monitor.

I/we hereby instruct our proxy to vote as follows on the resolution to approve the plan of
compromise and arrangement of 4370422 Canada Inc., formerly known as Davie Yards
Inc./Chantiers Davie Inc. pursuant to the *Companies' Creditors Arrangement Act* and, as the
case may be, the *Canada Business Corporations Act*, as tabled at such meeting of creditors (the
"Plan"), or at any adjournment thereof:

- IN FAVOUR of approving the Plan.
- NOT IN FAVOUR of approving the Plan.

**Note: Unless a Creditor has indicated above that it wishes to vote against approval of the
Plan, the Monitor will vote all proxies which it holds in favour of the Plan.**

DATED at ● , this ● day of ●, 2011.

SIGNED, SEALED & DELIVERED

In the presence of:

Witness

Signature of creditor or
authorized person

ANNEXE E

FORMULAIRE DE PROCURATION

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

C O U R S U P É R I E U R E
(Chambre commerciale)
(Siégeant à titre de tribunal désigné aux termes de
la *Loi sur les arrangements avec les créanciers des
compagnies*, L.R.C. 1985 c. C-36)

No.: 200-11-019127-102

DANS L'AFFAIRE DU PLAN DE
COMPROMIS OU D'ARRANGEMENT DE:

4370422 CANADA INC., auparavant appelée
DAVIE YARDS INC./CHANTIERS
DAVIE INC..

PROCURATION

DANS L'AFFAIRE DE LA *LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS
DES COMPAGNIES*, L.R.C. 1985 c. C-36 TELLE QU'AMENDÉE ET 4370422 CANADA
INC., AUPARAVANT APPELÉE DAVIE YARDS INC./CHANTIERS DAVIE INC.

Je/Nous _____
(nom du créancier)

de _____
(adresse)

créancier(s), nomme par la présente mon (notre) mandataire pour l'assemblée des créanciers à
être tenue le ● 2011, ou à tout ajournement de celle-ci, la personne suivante:

(nom du mandataire)

ou, si aucun nom n'est inscrit ci-dessus, le Contrôleur.

Je/nous indique/indiquons à notre mandataire de voter de la manière suivante par rapport à la
résolution pour approuver le plan de compromis et d'arrangement de 4370422 Canada Inc.,
auparavant appelée Davie Yards Inc./Chantiers Davie Inc. conformément à la *Loi sur les
arrangements avec les créanciers des compagnies* et, le cas échéant, avec la *Loi canadienne sur
les sociétés par actions*, telle que présentée à l'assemblée des créanciers (le « **Plan** »), ou à tout
ajournement de celle-ci :

- EN FAVEUR d'approuver le Plan.
- PAS EN FAVEUR d'approuver le Plan.

**Note: À moins qu'un Créancier ait indiqué ci-dessus qu'il désire voter contre l'approbation
du Plan, le Contrôleur votera toutes les procurations qu'il détient en faveur du Plan.**

DATÉ à ●, le ● 2011

SIGNÉ, SCELLÉ ET DÉLIVRÉ
En présence de:

Témoin

Signature du créancier ou de la
personne autorisée

SCHEDULE "F"

NOTICE OF MEETING AND SANCTION HEARING

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

S U P E R I O R C O U R T
(Commercial Division)
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C. 1985, c. C-36)

No.: 200-11-019127-102

**IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:**

**4370422 CANADA INC., FORMERLY
KNOWN AS DAVIE YARDS
INC./CHANTIERS DAVIE INC.**

**NOTICE TO CREDITORS OF 4370422 CANADA INC., formerly known as DAVIE
YARDS INC./CHANTIERS DAVIE INC.**

OF

MEETING OF CREDITORS AND SANCTION HEARING

TAKE NOTICE THAT 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc. ("Davie") has filed a plan of compromise and arrangement pursuant to the *Companies' Creditors Arrangement Act* and, as the case may be, the *Canada Business Corporations Act* (the "**Plan**"), with Samson Bélair/Deloitte Touche Inc., the Monitor.

A copy of this Notice of Meeting and Sanction Hearing, a copy of the Plan, a form of proxy for voting purposes, a form of Election to Reduce Claim and a copy of the Claims Process Order dated September ●, 2011 are available from the Monitor whose contact information is set out below, or at the Monitor's website at: <http://www.deloitte.com/ca/davieyards>

A GENERAL MEETING OF THE CREDITORS OF DAVIE FOR THE PURPOSE OF CONSIDERING AND APPROVING THE PLAN WILL BE HELD AT ●, Québec City, Québec ON THE ● DAY OF ●, AT ● A.M.

The creditors or any class of creditors qualified to vote at the meeting may accept the Plan as proposed or as altered or modified at or prior to the meeting. If so accepted by a majority in number representing two-thirds in value of the creditors, or class of creditors, as the case may be, present and voting either in person or by proxy at the meeting and approved by the Superior Court of Québec (Commercial Division) ("**Court**"), the Plan is binding on all the creditors or the class of creditors affected.

AN APPLICATION WILL BE BROUGHT BEFORE THE COURT TO SANCTION THE PLAN ON ● AT● A.M. AT ●, QUÉBEC, QUEBEC.

Any person who wishes to appear or to be represented and to present evidence or arguments at the Court hearing seeking sanction of the Plan must serve upon the legal counsel for Davie and Samson Bélair/Deloitte Touche Inc., in its capacity as the Monitor, and upon all other parties who have filed a notice of appearance, a notice setting out the basis for such opposition and a copy of all materials to be used to oppose the petition for approval of the Plan, no later than ●.

Samson Bélair/Deloitte Touche Inc.

[1, Place Ville-Marie

Bureau 3000

Montréal QC H3B 4T9]

Attention: Pierre Laporte
Fax: 514-390-4103
E-mail: pilaporte@deloitte.ca

ANNEXE F

AVIS DE L'ASSEMBLÉE DES CRÉANCIERS ET DE L'AUDIENCE SUR
L'APPROBATION

CANADA

PROVINCE DE QUÉBEC

DISTRICT DE QUÉBEC

No.: 200-11-019127-102

C O U R S U P É R I E U R E
(Chambre commerciale)

(Siégeant à titre de tribunal désigné aux termes de
la *Loi sur les arrangements avec les créanciers
des compagnies*, L.R.C. 1985 c. C-36)

DANS L'AFFAIRE DU PLAN DE
COMPROMIS OU D'ARRANGEMENT DE:

**4370422 CANADA INC., auparavant appelée
DAVIE YARDS INC./CHANTIERS
DAVIE INC.**

**AVIS AUX CRÉANCIERS DE 4370422 CANADA INC., auparavant appelée DAVIE
YARDS INC./CHANTIERS DAVIE INC.**

DE

L'ASSEMBLÉE DES CRÉANCIERS ET DE L'AUDIENCE SUR L'APPROBATION

PRENEZ ACTE QUE 4370422 Canada Inc., auparavant appelée Davie Yards Inc./Chantiers Davie Inc. ("Davie") a déposé un plan de compromis et d'arrangement aux termes de la *Loi sur les arrangements avec les créanciers des compagnies* et, selon le cas, la *Loi canadienne sur les sociétés par actions* (le « **Plan** »), avec Samson Bélair/Deloitte & Touche Inc. comme Contrôleur.

Une copie de cet Avis de l'Assemblée des Créanciers et de l'Audience sur l'Approbaton, une copie du Plan, un Formulaire de Procuraton, un formulaire d'Élection pour Réduire la Réclamation ainsi qu'une copie de l'Ordonnance du Processus de Réclamation datée du ● septembre 2011 sont disponibles directement auprès du Contrôleur dont les modalités de contact sont mentionnées ci-après, ou sur le site Web du Contrôleur à l'adresse suivante : <http://www.deloitte.com/ca/davieyards>.

UNE ASSEMBLÉE DES CRÉANCIERS DE DAVIE AFIN DE CONSIDÉRER ET APPROVER LE PLAN ÉTABLI SERA CONVOQUÉE AU ● , dans la ville de Québec, au Québec, LE ● À ● A.M.

Les créanciers ou classes de créanciers qualifiés à voter lors de l'assemblée peuvent accepter le Plan tel que proposé ou tel que modifié lors de, ou avant, l'assemblée. Si accepté par une majorité représentant les deux tiers de la valeur des créanciers, ou classes de créanciers, selon le cas, présents et votants, soit en personne ou par procuraton, et approuvé par la Cour Supérieure

du Québec (Chambre commerciale) (la « **Cour** »), le Plan liera tous les créanciers ou classes de créanciers affectés.

UNE REQUÊTE DEMANDANT À LA COUR DE SANCTIONNER LE PLAN SERA DÉPOSÉ LE ● À ● A.M. À ●, À QUÉBEC, AU QUÉBEC.

Toute personne qui désire comparaître, ou être représentée, et présenter de la preuve ou des arguments à la Cour lors de l'audience ayant pour but de sanctionner le Plan doit signifier aux conseillers juridiques de Davie et de Samson Bélaïr/Deloitte & Touche Inc., en sa capacité de Contrôleur, ainsi que toute autre partie ayant déposé un avis de comparution, un avis expliquant les raisons motivant l'opposition ainsi qu'une copie de tous les matériaux qui seront utilisés pour opposer l'approbation du Plan, au plus tard le ●.

Samson Bélaïr/Deloitte & Touche Inc.
1, Place Ville-Marie
Bureau 3000
Montréal QC H3B 4T9

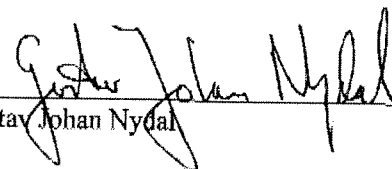
Aux soins de: Pierre Laporte
N° de télécopieur: 514-393-5344
Adresse courriel: pilaporte@deloitte.ca

AFFIDAVIT

I, the undersigned, Gustav Johan Nydal, exercising my profession at 4370422 CANADA INC., FORMERLY KNOWN AS DAVIE YARDS INC./CHANTIERS DAVIE INC., 22, George-D.-Davie Street, Lévis, Province of Québec, G6V 8V5, solemnly declare the following:

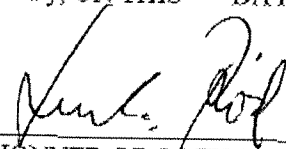
1. I am the President and Chief Executive Officer of 4370422 CANADA INC., FORMERLY KNOWN AS DAVIE YARDS INC./CHANTIERS DAVIE INC.;
2. I have read the present Motion;
3. The facts alleged in the present Motion are true.

AND I HAVE SIGNED:



 Gustav Johan Nydal

SOLEMNLY DECLARED BEFORE ME,
AT Québec City, ON THIS ° DAY OF AUGUST 2011.



 COMMISSIONNER OF OATHS
 FOR QUÉBEC



The undersigned Notary Public hereby certifies that
Shirley E. Reid signed this document in my presence.
 Please note that the confirmation applies to the
 signature(s) only, not to the contents of the document.
 Flora polltistasjon, 6900 Flora, den, 30/8-2011

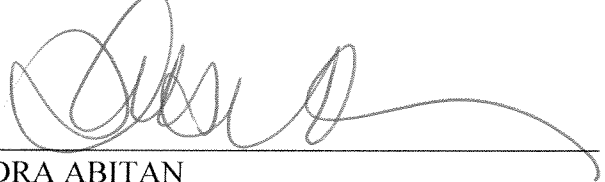
Notary public

ATTESTATION OF AUTHENTICITY
(Article 82.1 of the *Code of Civil Procedure*, R.S.Q. c. C-25)

I, the undersigned, Sandra Abitan, attorney, exercising my profession at Osler, Hoskin & Harcourt LLP, situated at 1000 de La Gauchetière Street West, Suite 2100, in the city and district of Montréal, Province of Québec, solemnly declare the following:


1. I am one of the attorneys of the Petitioner to the present Motion for approval of a claims and meeting procedure order, in Court file number 200-11-019127-102;
2. On August 30, 2011 at 3:50 p.m. (Montréal time), Osler, Hoskin & Harcourt LLP received by fax the Affidavit of Gustav Johan Nydal, a duly authorized representative of 4370422 Canada Inc., formerly known as Davie Yards Inc./Chantiers Davie Inc., dated the same day;
3. The copy of the Affidavit attached hereto is a true copy of the Affidavit of Gustav Johan Nydal received by email from Gustav Johan Nydal, from the Country of Norway from fax number +4722190538;
4. All of the facts alleged herein are true.

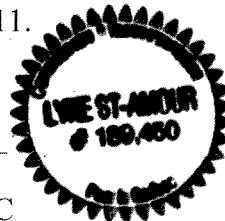
AND I HAVE SIGNED:



SANDRA ABITAN

SOLEMNLY DECLARED BEFORE ME,
IN MONTRÉAL, THIS 30 DAY OF AUGUST 2011.


LYNE ST-AMOUR
COMMISSIONER FOR OATHS FOR THE QUÉBEC



NOTICE OF PRESENTATION

- TO: INVESTISSEMENT QUÉBEC**
393 Saint-Jacques St, suite 500
Montreal QC H2Y 1N9
Me Pierre Lafrenière
email: pierre.lafreniere@invest-quebec.com
- TO: Stein Monast** **Attorneys for Investissement Quebec**
70, Dalhousie St, suite 500
Quebec QC G1K 4B2
Me Marie-Paule Gagnon
Me Antoine Baudoin
email : marie-paule.gagnon@steinmonast.ca
Antoine.Beaudoin@steinmonast.ca
- TO: Samson Bélair/Deloitte Touche Inc.** **Monitor**
1 Place Ville-Marie, suite 3000
Montreal QC H3B 5K1
M. Pierre Laporte
M. Jean-François Nadon
email: pilaporte@deloitte.ca
jnadon@deloitte.ca
- TO: McCarthy Tétrault** **Monitor's Counsel**
1000 De La Gauchetière St West, suite 2500
Montreal QC H3B 0A2
Me Mason Poplaw
Me Miguel Bourbonnais
Me Jocelyn Perreault
email: mpoplaw@mccarthy.ca
mbourbonnais@mccarthy.ca
jperreault@mccarthy.ca
- TO: Borden Ladner Gervais** **Attorneys for Ocean Hotels I Limited, Ocean Hotels II Limited and Ocean Hotels PLC**
1000 De La Gauchetière St West, suite 900
Montreal QC H3B 5H4
Me Mathieu Lévesque
Me Jacques S. Darche
Me Jean-Marie Fontaine
Me Peter P. Pamel
email: malevesque@blgcanada.com
jdarche@blgcanada.com
jfontaine@blgcanada.com
ppamel@blgcanada.com

- TO: McMillan**
1000 Sherbrooke St West, suite 2700
Montreal QC H3A 3G4
Me Marc-André Morin
email: marc-andre.morin@mcmillan.ca
- Attorneys for Wärtsilä Ship Design Norway AS, and Wärtsilä Norway AS**
- TO: Fasken Martineau Dumoulin**
C. P. 242, suite 3700
800, Square Victoria
Montreal QC H4Z 1E9
Me Alain Riendeau
email: ariendeau@fasken.com
- Attorneys for Cecon ASA**
- TO: Fasken Martineau Dumoulin**
C. P. 242, suite 3700
800, Square Victoria
Montreal QC H4Z 1E9
- Attorneys for Upper Lakes Group Inc.**
- Fasken Martineau Dumoulin**
140 Grande Allée East, suite 800
Quebec QC G1R 5M8
Me Serge Guerette
Me Xeno Martis
Me Charles Mercier
email: sguerette@fasken.com
xmartis@fasken.com
cmercier@fasken.com
- TO: Langlois Kronström Desjardins**
1002 rue Sherbrooke St West, 28th floor
Montreal QC H3A 3L6
Me Gerry Apostolatos
email: gerry.apostolatos@lkd.ca
- Attorneys for Export and Development Canada**
(Montreal)
- TO: Langlois Kronström Desjardins**
801 Grande Allée West, suite 300
Quebec QC G1S 1C1
Me Alain Robitaille
Me John O'Connor
email : alain.robitaille@lkd.ca
john.oconnor@lkd.ca
- (Quebec)**
- TO: Brisset Bishop s.e.n.c.**
2020 University St, suite 2020
Montreal QC H3A 2A5
Me David G. Colford
email : davidcolford@brissetbishop.com
- Attorneys for Comfact Corporation**

TO: Woods s.e.n.c.r.l.
2000 McGill College Ave, suite 1700
Montreal QC H3A 3H3
Me Neil Peden
email : npeden@woods.qc.ca

**Attorneys for NM Rothschild
& Sons Canada Limited and
Rothschild Inc.**

TO: LAMBERT SOMEC
1505des Tanneurs St
Quebec QC G1N 4S7
Me Stéphane Moisan
email : smoisan@lambertsomec.com

TO: OGILVY RENAULT
1 Place Ville Marie, suite 2500
Montreal QC H3B 1R1
Me Sylvain Rigaud
email : srigaud@ogilvyrenault.com

**Attorneys for Fincantieri -
Cantieri Navali Italiani S.p.A.**

TAKE NOTICE that the attached *Motion for Approval of a Claims and Meeting Procedure* will be presented for hearing and allowance in room 3.07 at 9 a.m. at the Québec Courthouse, 300 Jean-Lesage Blvd, Québec City, on September 2, 2011, or so soon thereafter as Counsel may be heard.

DO GOVERN YOURSELF ACCORDINGLY.

MONTREAL, August 30, 2011



OSLER, HOSKIN & HARCOURT LLP

Attorneys for the Petitioner

**4370422 CANADA INC., FORMERLY KNOWN AS
DAVIE YARDS INC./CHANTIERS DAVIE INC.**

No: 200-11-019127-102

S U P E R I O R C O U R T

(Sitting as a court designated pursuant to the *Companies Creditors'*
Arrangement Act, R.S.C. 1985, c. C-36)
PROVINCE OF QUÉBEC
DISTRICT OF QUÉBEC

IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:

4370422 CANADA INC., FORMERLY KNOWN AS DAVIE
YARDS INC./CHANTIERS DAVIE INC.

and Petitioner-Debtor

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.

Monitor

**MOTION FOR APPROVAL OF A CLAIMS AND MEETING
PROCEDURE (Section 11 of the *Companies Creditors'*
Arrangement Act, R.S.C. 1985, c. C-36), AFFIDAVIT,
ATTESTATION OF AUTHENTICITY, NOTICE OF
PRESENTATION**

ORIGINAL

M^e Sandra Abitán Tel.: (514) 904-5648

M^e Martin Desrosiers Tel.: (514) 904-5649

Osler, Hoskin & Harcourt LLP

Attorneys for the Petitioner-Debtor

1000 de la Gauchetière Street W., Suite 2100

Montréal QC Canada H3B 4W5 Fax: (514) 904-8101

Code : BO 0323 o/f: SA4747-1112472
